



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Niagara Frontier Transit Metro System and Transportation Supervisors Unit, International Brotherhood of Teamsters (IBT), Local 264 (2007)**

Employer Name: **Niagara Frontier Transit Metro System**

Union: **Transportation Supervisors Unit, International Brotherhood of Teamsters (IBT)**

Local: **264**

Effective Date: **01/01/07**

Expiration Date: **03/31/12**

PERB ID Number: **9001**

Unit Size:

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Bos | 9001

**AGREEMENT**

**BETWEEN**

**NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.  
(TRANSPORTATION SUPERVISORS)**

**AND**

**TEAMSTERS LOCAL 264  
BUFFALO, NEW YORK  
AN AFFILIATE OF  
THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**EFFECTIVE  
APRIL 1, 2007 – MARCH 31, 2012**

**RECEIVED**

**FEB 14 2008**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
	Agreement .....	1
1	Recognition – Union Membership .....	1
2	Workers' Compensation .....	4
3	Grievance and Arbitration Procedure .....	4
4	Discipline Procedure .....	5
5	Safety and Welfare .....	5
6	Personnel Files .....	6
7	Miscellaneous Benefits .....	7
8	Management Rights .....	7
9	No Strike Clause .....	7
10	Probationary Period .....	8
11	Holidays .....	8
12	Personal Leave .....	9
13	Sick Leave .....	9
14	Jury Duty .....	11
15	Paid Military Leave .....	11
16	Bereavement Leave .....	11
17	Flexible Benefits Plan .....	11
18	Group Life Insurance .....	12
19	Vacation .....	12
20	Longevity Pay .....	13
21	Payroll Deductions .....	14
22	Retirement Benefits .....	14
23	Overtime .....	14
24	Transportation Passes .....	14
25	Employee Assistance Program .....	15
26	Seniority .....	15
27	Medical, Dental, Optical and Disability Insurance .....	17
28	Hours of Work .....	20
29	Sunset/Reopener Language .....	21
30	Just Cause .....	21
31	Terms of Agreement .....	22
	Appendix A	
	Wages .....	23

## **AGREEMENT**

THIS AGREEMENT made and entered into on the 15<sup>TH</sup> day of JUNE, 2007 by and between NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC., a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "NFT Metro") and the TEAMSTERS LOCAL #264, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "Union"), representing Transportation Supervisors.

### **ARTICLE 1** **RECOGNITION – UNION MEMBERSHIP**

#### **Section 1.1: Recognition**

Pursuant to PERB Case No. C-5155, the NFT Metro recognizes the Teamsters Local Union #264 as the representative of NFT Metro Transportation Supervisors.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all employees covered by this agreement in all classifications as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

The terms "employees", "transportation supervisors", "member", are used interchangeably herein to refer to permanent employees (excluding those employees on probation) of the NFT Metro, on a full-pay status, who are represented by the Union and whose terms and conditions of employment are governed by this agreement. These terms are used to designate both male and female.

#### **Section 1.2: Purpose of Agreement**

The parties hereto declare that it is their policy as implemented by this agreement to promote harmonious and cooperative relationships between NFT Metro and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of NFT Metro. This agreement will also establish equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

#### **Section 1.3: Applicable Law**

In consideration of the mutual covenants and agreements, herein contained, NFT Metro and the Union, through their authorized representatives, agree that this agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the applicable provisions of New York State law.

**Section 1.4: Legislative Requirements**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

**Section 1.5: Union Officials**

The Union will advise the NFT Metro, in writing, to the Director of Human Resources, of the names and titles of its employees, and will promptly give the NFT Metro written notification of any changes during the term of this agreement within two (2) calendar weeks of any such change.

**Section 1.6: Dues Checkoff and Authorization**

An employee desiring to become a member of the Union may execute a written authorization form. Upon receipt of the authorization from an employee, NFT Metro shall, pursuant to the authorization, deduct from the employee's wages each month union membership dues according to the following calculation.

Employee's hourly rate x 2.25 with the result rounded to the nearest dollar (i.e., forty-nine cents [\$ .49] and below will be rounded down and fifty cents [\$ .50] and above will be rounded up to the next whole dollar).

Effective June 1, 2005, union dues will be deducted in the first pay period of each month.

The Employer, following each pay period from which those deductions are made will transmit the amount so deducted to the Union, within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount from each to:

TEAMSTERS LOCAL #264  
35 TYROL DRIVE  
CHEEKTOWAGA, NEW YORK 14227

The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

A deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the Human Resources Department of the Employer of his desire to discontinue or to change such authorization, in writing, and by registered mail and the NFT Metro shall forward a copy of the employee's notification to the Union.

The Employer further agrees to grant to the Union, an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

The Union agrees to indemnify and hold the NFT Metro harmless from any loss it may incur as a result of such deduction.

**Section 1.7: Agency Shop Fee**

Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 1.6 above.

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

On the effective date of this agreement, the Employer shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

The Union, pursuant to such deductions, agrees to establish and maintain a procedure providing for the refund to any non-members demanding the return of any part of such agency fee deduction which represents his/her prorated share of expenditures by the Union in aid of activities or causes of a political or ideological nature, only incidentally related to terms and conditions of employment.

The Union shall hold the NFT Metro harmless against any and all suits, claims, demands and liabilities arising out of any action of the NFT Metro implementing or deducting amounts of money from wages under this section.

**Section 1.8: Pledge Against Discrimination and Coercion**

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the NFT Metro the responsibility for applying this provision of the agreement.

In connection with the Equal Employment Opportunity Program of the United States, NFT Metro pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

All references to employees in this agreement designate both sexes wherever the male gender is used it shall be construed to include male and female employees.

NFT Metro agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by NFT Metro or any employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Union agrees that it will not interfere with, coerce or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

## **ARTICLE 2**

### **WORKERS' COMPENSATION**

#### **Section 2.1:**

Worker's Compensation benefits are allowed for job related injuries that cause disability beyond seven (7) calendar days in accordance with New York State law. Payments begin to accrue with the eighth day after disability commences. If an employee is receiving Worker's Compensation, NFT Metro will continue to pay all benefits under this agreement.

While receiving Worker's Compensation benefits, an employee who shall engage in any occupation or employment shall be considered as having voluntarily quit the employment of the company.

## **ARTICLE 3**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 3.1:**

A grievance is any controversy between the employee and the union with respect to interpretation or application of any of the terms of this agreement or compliance with any of the terms of this agreement.

All grievances as defined above shall be settled in the following manner:

##### **Step 1:**

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

##### **Step 2:**

If the matter is not resolved at the above step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within five (5) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party, the current date, and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

**Step 3:**

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by the process established by the Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify explicit or implied, any express term of this agreement, and his authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and PERB shall be shared equally by the Employer and the Union.

In the event the Employer is contemplating grievance action against an employee it shall be filed directly at Step 2 of the grievance procedure.

The Union and Employer's designee shall confer and attempt to satisfactorily adjust the dispute. If they do not resolve the issue, it may be submitted to Step 3 within five (5) working days of the time it was submitted to the Union.

## **ARTICLE 4**

### **DISCIPLINE PROCEDURE**

**Section 4.1:**

NFT Metro shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, NFT Metro must notify the employee, in writing, of his/her discharge or suspension and the reason therefore. Such written notice shall be given to the shop steward and a copy mailed to the Local Union office, all in a timely manner.

In respect to discharge or suspension, NFT Metro agrees to apply the concept of progressive discipline consistent with the severity of the misconduct being addressed.

Any employee discharged must be paid in full for all wages owed him by NFT Metro, including earned vacation pay, if any, by the next regular pay date.

## **ARTICLE 5**

### **SAFETY AND WELFARE**

**Section 5.1: Safety Devices**

NFT Metro will continue to install safety devices for the protection of the lives and health of employees and will use its best efforts to maintain necessary equipment, vehicles, buildings and other facilities in safe and sanitary condition. NFT Metro will cooperate with the Union in the receipt and investigation of complaints concerning matters affecting the health and safety of employees.



**Section 5.2: Access to Employees**

Each contract year, the Employer will furnish the Union with a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is obligation of an employee to notify the Employer of any change of address, phone number, name, marital status. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

Two months after the signing of this agreement, the Employer agrees to provide job descriptions of all positions covered by this agreement to the Union and annually thereafter during the term of this agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Union Business Representative shall be provided a copy of such job description within sixty (60) calendar days after an employee is appointed to such new position.

**Section 5.3: Access to Premises**

The Employer agrees to permit representatives of the International Union, and/or Local Union to enter the premises of the Employer at any hour after permission from the division head or his designee has been granted for individual discussions of working conditions with employees, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the employees.

**ARTICLE 6**  
**PERSONNEL FILES****Section 6.1: Disciplinary Memo or Notice**

No disciplinary memo or notice of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file without his/her knowledge. The employee shall be given the opportunity to respond, in writing, to any such material and to have the response maintained as part of his/her personnel file. After one year, all disciplinary memos or notices may be subject to review. The Union will receive copies of disciplinary memos or notices.

**Section 6.2: Unsupported Charges**

If complaints or charges lodged against an employee and maintained in his/her personnel file are subsequently found to be unsupported, all record thereof shall be removed from the employee's personnel file.

**Section 6.3: Inspection**

Upon the request of the employee concerned, his/her personnel file shall be made available to him/her for review. The personnel file cannot be removed from its regular place of maintenance or storage at 181 Ellicott Street, Buffalo, New York and must be reviewed in the presence of the normal custodian of such file.

**ARTICLE 7**  
**MISCELLANEOUS BENEFITS**

**Section 7.1: Bulletin Boards**

NFT Metro agrees to allow authorized employees of the Union to use the designated bulletin boards for posting official Union notices, which must be signed by an authorized Union official. The Union agrees to use these designated bulletin boards for the posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social educational or recreational affairs of the Union.

**Section 7.2: Printing of Agreement**

NFT Metro agrees to reproduce a sufficient number of copies of this agreement for distribution by Union officers to the membership.

**ARTICLE 8**  
**MANAGEMENT RIGHTS**

**Section 8.1:** Except as expressly limited by the provisions of this agreement, all of the authority rights and responsibilities of NFT Metro are retained by it including the sole right to conduct the business of and carry out the mission of the NFT Metro. Such rights are subject to such conditions, requirements and limitations as may be applicable under law and must be exercised consistently with the other provisions of this agreement.

Such rights include, but are not limited to the following:

1. To determine the mission and policies of the NFTA, NFT Metro
2. To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the NFTA, NFT Metro's missions and to introduce new or improved methods of facilities.

**ARTICLE 9**  
**NO STRIKE CLAUSE**

**Section 9.1:** The Union recognizes the status of NFT Metro employees as "public employees" and the provisions of law applicable thereto.

The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this agreement.

## **ARTICLE 10**

### **PROBATIONARY PERIOD**

**Section 10.1:** All employees will begin a probationary period of one hundred twenty (120) days upon ratification of the collective bargaining agreement.

The probationary period is designed to provide both the employer and employee with an opportunity to evaluate the employee's job performance.

Upon successful completion of the probationary period, the employee's department head will complete an employee evaluation form, which will become part of the employee's personnel record.

## **ARTICLE 11**

### **HOLIDAYS**

#### **Section 11.1: Holiday List**

The following are to be paid holidays for ten (10) hour per day employees:

New Year's Day  
Martin Luther King, Jr. Day  
Good Friday (Afternoon)  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day Preceding Christmas  
Christmas Day

The following are to be paid holidays for eight (8) hour per day employees:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents Day  
Good Friday (Afternoon)  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day Preceding Christmas  
Christmas Day

Employees may be required to work any of the above holidays on which weekday service is scheduled unless they have been granted personal leave, vacation or a floating holiday for that whole holiday. The above are paid holidays if they fall within the scheduled work week,

except when a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be the paid holiday. Either day, Monday or Friday, shall be designated by the NFTA.

### **Section 11.2: Holiday Pay**

When an employee is required to work one of these holidays, he or she will be paid time and one-half by the Company (except Columbus Day holiday) in addition to regular holiday pay, provided that he or she has worked his or her last regularly scheduled workday before the holiday and works the first regularly scheduled workday after the holiday.

## **ARTICLE 12 PERSONAL LEAVE**

### **Section 12.1:**

Personal leave is leave with pay for personal business.

Employees shall be credited to a maximum of forty (40) hours per year. Personal leave is credited to employees at the start of each fiscal year (April 1<sup>st</sup>).

Upon date of hire, an employee shall receive a pro-rated share of personal leave for use during that year. Personal leave time cannot be accumulated from year to year, however, unused personal leave is credited as sick leave at the end of the fiscal year.

Personal leave must be used in increments of not less than one (1) hour.

Requests for personal leave should be submitted to the department head for approval forty-eight (48) hours in advance. In emergency situations, the employee must notify his or her department head or designee as soon as possible for the need of personal leave time. A leave request form must be completed to document all such time.

Upon separation of employment, an employee will not be compensated for unused personal leave.

## **ARTICLE 13 SICK LEAVE**

### **Section 13.1: Sick Leave Accrual/Use**

Sick leave is exclusively to help compensate employees who are unable to work due to a bonafide illness or injury. The use of sick leave may include required doctor and dentist needs.

Employees shall earn sick leave credits at a rate of four (4) hours per biweekly pay period, to the extent that the employee is on full-pay status during such period. The maximum accrual is 104 hours during a year and employees may accumulate up to a maximum of 1,440 hours.

An employee has the responsibility to notify his/her Department Head or division office one (1) hour prior to his/her scheduled work shift when reporting off sick.

The employee's time record sheet will reflect the period of time the employee was on sick leave. These records will be verified and approved by the Department or Branch Head. For illness in excess of five (5) consecutive days, an employee must have a physician's release to return to work.

The Authority, at its own expense and selection, may require an employee to take a physical examination whenever deemed necessary.

Abuse or falsification of sick leave is a serious violation of Authority work rules, which may result in disciplinary action, including termination.

An active employee who is eligible to retire is entitled to payment of up to a maximum of thirty (30) days upon retirement based on number of sick days he/she has remaining.

### **Section 13.2: Sick Leave Incentive**

Effective January 1, 2008, there shall be a quarterly attendance award as follows for all employees eligible for sick leave.

- A. Eligible employees who are not absent from work during any quarter of the calendar year shall receive \$250.00 for that quarter.
- B. Eligible employees who receive the \$250.00 bonus for each quarter shall receive an additional \$500.00.
- C. For the purposes of Section 13.2, the following shall be considered as days worked:
  - 1. Full days actually worked;
  - 2. Days absent on vacation;
  - 3. Days absent on paid holidays designated in this Agreement;
  - 4. Days absent on ordered military reserve or National Guard Duty, not full-time active duty;
  - 5. Days absent on paid bereavement leave under the provisions of this Agreement;
  - 6. Days absent on non-emergency personal days, which were pre-scheduled and approved before the day in question under the provisions of this Agreement;
  - 7. Days absent on paid emergency personal days provided the employee provides written verification of the nature of the emergency within three (3) business days. With respect to the Attendance Bonus, each use of an emergency personal day shall be subject to review by a Union Management Committee (i.e. Manager Transportation Supervisors, Teamsters Local 264, Manager Labor Relations), however, the final decision shall not be subject to the grievance procedure.
  - 8. Days absent on paid jury duty under the provisions of this Agreement.

### **Section 13.3: Medical Coverage for Extended Sick Leave**

The Authority contribution toward health insurance for employees on long-term disability or Workers' Compensation will be paid for up to a maximum of two (2) years.

After this two-year period, employees will be eligible to continue insurance benefits in accordance with the terms outlined by Federal Law.

## **ARTICLE 14**

### **JURY DUTY**

#### **Section 14.1:**

If an employee is called for jury duty during normal working time, he or she shall present proof to his or her department head or branch manager. The employee shall be marked as absent with pay for the period required for jury service. The employee must, however, remit to the Authority, compensation received for serving on jury duty.

## **ARTICLE 15**

### **PAID MILITARY LEAVE**

#### **Section 15.1:**

Military and other leaves required by law, shall be granted to permanent employees on full-pay status in accordance with and pursuant to New York State Law, thirty (30) calendar days or twenty-two (22) working days, whichever is greater.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

#### **Section 16.1:**

In the event of a death occurring in an employee's immediate family (spouse, father, mother, sister, brother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, daughter-in-law, son-in-law), the employee shall be entitled to a maximum of three (3) days bereavement leave.

A leave request form must be completed to document such time.

## **ARTICLE 17**

### **FLEXIBLE BENEFITS PLAN**

#### **Section 17.1:**

Transportation Supervisors are eligible to participate in a Flexible Benefits Plan in accordance with Section 125 of the Internal Revenue Code. Employees who elect to participate in this program can pay for dependent care and health care expenses not covered under medical, dental or optical insurance plans with tax-deductible dollars. A predetermined amount is withheld from an employee's paycheck each pay period and placed into a "Spending Account." These monies are not subject to Federal, State or Social Security taxes when withheld, or when paid to the employee as a reimbursement with regard to expenses incurred for qualified benefits. The plan year runs from January 1<sup>st</sup> to December 31<sup>st</sup> of each year.

Employees can enroll in the Authority's Flexible Benefits Plan annually and can only change their deferral account or withdraw from the plan under limited circumstances.

In addition to the "Spending Accounts" referenced above, employees who are required to contribute toward their medical insurance premiums can elect to have this contribution withheld from their pay on a pre-tax basis. This election must be made annually.

Information concerning the Flexible Benefits Plan can be obtained from the Human Resources Department.

## **ARTICLE 18**

### **GROUP LIFE INSURANCE**

#### **Section 18.1:**

All active employees are covered by a Group Life Insurance Policy. This coverage is in addition to the death benefit provided through the New York State Employees' Retirement System.

Life/AD&D benefits with double indemnity for accidental death are provided in the amount of one times an employee's basic annual salary rounded to the nearest \$1,000 up to a maximum of \$50,000. Coverage terminates when full-time employment terminates.

The only life insurance benefit provided to retirees is through the New York State Retirement System.

## **ARTICLE 19**

### **VACATION**

#### **Section 19.1: Vacation Accrual**

Basic vacation credits shall be earned at the rate of ½ day (4.0 or 5.0 hours) per pay period. Employees shall have a total accrual of 104 hours at the end of each year. In addition to basic vacation credits, employees become eligible for anniversary/longevity vacation credits. These credits supplement the basic vacation credits received and are intended to provide vacation credits to conform to the schedule of vacation increments as outlined below:

<u>Years of Employment</u>	<u>Vacation Hours</u>
1	104
2	112
3	120
4	128
5	136
6	144
7	152
8-11	160
12-16	168
17-21	176
22-26	184
27-31	192
32 or more	200

Anniversary/longevity vacation credits are deemed to be earned on the day immediately following an employee's anniversary date.

Basic vacation credits shall be earned by employees on full-pay status for hours actually worked; vacation, sick leave, personal leave, jury duty, military leave or any other form of

paid leave or Workers' Compensation. Vacation credits will be pro-rated in those instances where an employee is on unpaid leave of absence or receiving disability.

### **Section 19.2: Vacation Carry-Over**

Vacation credits may be carried over to the next fiscal year providing the total does not exceed forty days (320 hours).

### **Section 19.3: Vacation Cash Value**

Employees have the option of converting up to a maximum total of eighty (80) hours vacation per fiscal year into cash value twice during the year. The selection must be in writing to the NFTA and must result in a minimum of forty (40) hours accrued vacation days remaining after receiving this cash value. An employee selecting cash value payment must have no more than fifty (50) accrued vacation days before the selection is made. Payment will be made in the next paycheck or as a separate check if the value is more than \$300.00.

### **Section 19.4: Vacation Pay at Separation**

An employee who resigns or retires should provide the Authority with at least two weeks of written prior notification. Upon separation, the employee will be compensated for earned vacation time.

All vacation benefits accrued will be paid to the estate of an employee who dies while on full-pay status or who is receiving New York State Disability or Workers' Compensation benefits.

### **Section 19.5: Vacation Usage**

All employees must submit to their department head, for approval, a leave request form indicating the dates they wish to take vacation leave. Vacation time may not be taken unless proper approval is obtained.

Vacation time may be taken in two (2) hour increments.

## **ARTICLE 20 LONGEVITY PAY**

### **Section 20.1: Longevity Pay Increments**

Longevity pay will be earned by employees with at least seven years of service, in accordance with the following schedule:

<u>ANNIVERSARY</u>	<u>LONGEVITY PAY EARNED</u>
7 <sup>th</sup> year	\$ 500
11 <sup>th</sup> year	\$ 700
15 <sup>th</sup> year	\$ 900
20 <sup>th</sup> year	\$1100
25 <sup>th</sup> year	\$1500
30 <sup>th</sup> year	\$1800



## **ARTICLE 21**

### **PAYROLL DEDUCTIONS**

#### **Section 21.1: Savings Plans**

Employees may have payroll deductions made for the following plans:

Individual Retirement Accounts  
Deferred Compensation Plan  
United States Savings Bonds  
Credit Union

Details on these programs are available through the Human Resources Department.

## **ARTICLE 22**

### **RETIREMENT BENEFITS**

#### **Section 22.1: New York State Retirement System**

Employees of the Niagara Frontier Transportation Authority are required, by law, to become members of the New York State Employees' Retirement System.

Information explaining retirement plans is available through the Human Resources Department.

## **ARTICLE 23**

### **OVERTIME**

#### **Section 23.1: Eligibility**

Employees are eligible for overtime pay, at the rate of one and one-half times their hourly rate, after actually working more than forty (40) hours in a week.

For the calculation of overtime pay, the following shall not be considered as time actually worked:

- Sick leave
- Paid or unpaid leave including compensation, disability, FMLA

## **ARTICLE 24**

### **TRANSPORTATION PASSES**

#### **Section 24.1:**

All employees are issued a photo identification card, which can be used as a transportation pass throughout the bus and rail system. Retirees are also issued this pass.

The following conditions must be adhered to by the pass holder:

1. The photo-identification card must be used only by the person to whom it is issued. Violation of this rule will result in disciplinary action, which may include termination.

2. The photo-identification card must be shown face up to each operator when boarding or alighting buses as required and to other Metro personnel upon request. Transfers will not be issued to employees using this card.
3. If Metro personnel are in doubt as to the identity of an employee, they may require the photo-identification cardholder to furnish his/her signature or other proof of identification. If not satisfied, Metro personnel will collect the card and regular fare. Any photo-identification card, which appears to have been altered or tampered with, will be collected by Metro personnel, and a regular fare will be collected.
4. An employee who separates from employment must surrender his or her photo-identification card immediately upon termination of employment.
5. An employee who loses his or her photo-identification card must report the loss promptly to his or her supervisor. A replacement will be issued as soon as possible. The cost for replacing a lost identification card is \$25.00.
6. Employees must not occupy seats to the exclusion of revenue passengers or board heavily loaded buses until all revenue passengers have been accommodated.

## **ARTICLE 25**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### **Section 25.1:**

An employee assistance program (EAP) is available to help employees and their families handle a variety of problems, including but not limited to those which may concern alcohol and drug abuse. This service is a confidential, comprehensive counseling and referral program.

To ensure confidentiality, the EAP Office is located in Room 514 of the Ellicott Square Building. The telephone number is 854-1775.

## **ARTICLE 26**

### **SENIORITY**

#### **Section 26.1: Seniority Classified**

Seniority will be classified as follows:

##### **Company Seniority**

Date of full time permanent employment with NFT Metro, regardless of position, classification or union status (applied for vacation selection).

##### **Department Seniority**

The date of full time status of employment in the department. The departments are: Bus Transportation Supervisor, Rail Transportation Supervisor, ParaTransit (Metro-Link) Transportation Supervisor.

**Section 26.2: Breaks in Seniority**

Seniority shall be broken by the occurrence of any one of the following:

- Discharge or termination for cause
- Voluntary resignation
- Failure to report following layoff
- Failure to report for employment on the date required by recall notification, provided such notification was given by certified mail to the last known address at least 72 hours in advance of the report
- Failure to return to work from Workers' Compensation leave when medically able
- Failure to return from an authorized leave of absence or sick leave when medically able and verified by a physician
- Failure to perform work for NFT Metro for a period that exceeds one (1) year (excluding any period of paid leave time such as sick leave, vacation and personal leave)

**Section 26.3: Probationary Period (new employees)**

Newly hired employees (not a permanent full-time employee of the Authority) shall have a probationary period of 120 days of actual work, during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the employer.

**Section 26.3: Probationary Period (promotion of non-unit employees)**

NFT Metro or NFTA employees promoted into the department shall have a probationary period of ninety (90) days of actual work, which may be extended by mutual agreement of NFTA Metro and the Union.

**Section 26.4: Job Postings/Promotion**

Any vacancy within the department shall be posted for a period of five (5) workdays in order to give an opportunity to any bargaining unit employee to make a written application for such job.

A bargaining unit employee, who is transferred as a result of filling a posted position, shall have a probationary period of sixty (60) days of actual work. During this time, the employee may be removed by NFT Metro and returned to his/her former position for unsatisfactory job performance. In addition, during the probationary period, the employee may voluntarily relinquish their rights to the posted position and return to their former job. The employee may also be removed by another employee exercising their rights under this agreement.

**Section 26.5: Promotions Outside the Union**

Employees in the Union who are promoted to positions outside the Union shall have a probationary period of ninety (90) days of actual work in order to determine whether they like, and are able to perform the work and whether the employer wishes to continue them in their new position. This ninety (90) day period may be extended by mutual agreement of the employer and the Union. During this probationary period, there shall be no prejudice to their Union membership nor their right to return to their previous job classification in the Union with full seniority rights as described in this article. At the end of the probationary period, all seniority rights shall cease.

**Section 26.6: Layoff/Bumping**

In the event of a layoff (force reduction) which affects an employee(s) of the department, the reduction of the work force within the bargaining unit shall be accomplished by layoff of the employee within the department who has the least department seniority within the group.

**Section 26.7: Recall**

In the event that employees will be recalled to work, such recall will be based upon bargaining unit seniority as defined in the Seniority Classified section of this article as follows: the most senior employee will be recalled, provided he/she has the ability and qualifications necessary perform the duties required. An employee's name will be maintained on a recall list for five (5) full years after the date of layoff.

Employees on layoff have the responsibility to notify and keep currently informed, the Human Resources Branch as to their legal mailing address.

Recall notices shall be sent by certified and regular mail addressed to the employee address on record in the Human Resources Branch. The date of mailing of the recall notice shall be considered as the date of notification.

Upon notification of recall, an employee has twenty (20) calendar days to inform the Human Resources Branch as to his or her willingness and availability to return to work.

If the Human Resources Branch is not contacted by the employee being recalled within the above time limits, the employee forfeits all rights under this section.

**ARTICLE 27****MEDICAL, DENTAL, OPTICAL AND DISABILITY INSURANCE****Section 27.1: Medical Coverage**

The provisions of this Article shall be effective for all active employees on June 1, 2005.

**Section 27.2: Effective Date of Coverage for Newly-Hired Employees**

For employees hired from outside of NFTA/Metro, the effective date of the insurance listed in this Section shall be the first of the month following the completion of thirty (30) days of employment.

**Section 27.3: Type of Coverage Available for Active Employees**

Effective June 1, 2005, the sole medical insurance offered to active employees shall be the Core Plan design (Core Plan-Traditional Blue POS 203, hereinafter referred to as the "Core Plan") offered through the Labor Management Healthcare Coalition, Inc. (LMHC) or a Replacement Plan selected by the Company.

**Section 27.4: Employee Monthly Premium Cost for Active Employees**

The Company will pay the full monthly premium cost for either single or family coverage, as appropriate, for the Core Plan or for a Replacement Plan selected by the Company.

**Section 27.5: Termination of Coverage and Replacement Plan Selection**

The NFT Metro System reserves the right to opt out of the Labor Management Healthcare Coalition and/or the Core Plan effective on or after October 1, 2005 and replace that coverage with substantially equivalent coverage ("Replacement Plan"), which the NFT Metro System will submit to the Teamsters Local 264 for its review and comment. If the NFT Metro System and Teamsters Local 264 cannot agree that the replacement coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in the collective bargaining agreement.

**Section 27.6: Dental Insurance**

The NFT Metro System agrees to provide Group Health Incorporated (GHI) Preferred Dental Plan coverage for all active employees effective June 1, 2005. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Dental Insurance provider may be changed by the Employer during the life of the agreement.

**Section 27.7: Optical Insurance**

The NFT Metro System agrees to provide Group Health Incorporated (GHI) Optical Coverage (CBP) for all active employees effective June 1, 2005. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Optical Insurance provider may be changed by the Employer during the life of the agreement.

**Section 27.8: Disability**

The Company will provide disability coverage under the New York State Workers' Compensation Law.

**Section 27.9: Employees on Disability or Workers' Compensation**

Employees collecting New York State disability or workers' compensation benefits will have premiums paid on their behalf for up to two (2) years for single or family coverage, as appropriate for medical, dental and optical insurance.

**Section 27.10: Waiver of Medical Insurance**

During the annual open enrollment period, an employee who is eligible for coverage, at his/her option, may waive medical insurance coverage and receive the following cash payment:

Single	\$1000
Family	\$1700

To qualify for the cash payment program, an employee must provide proof of duplicate medical insurance coverage. This may be in the form of a letter from the medical benefits provider or a photocopy of a current medical identification card that reflects duplicate coverage. Such documentation must be submitted with the completed application. Employees interested in participating in this program can obtain an application from the Human Resources Department during the annual open enrollment period.

### **Section 27.11: Retiree Medical Coverage**

- A. Effective Date - The provisions of this Section shall be effective on June 1, 2005 for all employees who retire on or after that date, subject to the eligibility provisions listed below.
- B. Eligibility - To be eligible for the retiree medical coverage benefit, the retiree must meet the following conditions:
- Retire on or after 6/1/05
  - Retire with a minimum of ten (10) years of credited service with NFT Metro
  - Must enroll in the NFT Metro retiree medical insurance program
  - Must retire from full-time employment with NFT Metro
  - Must not be eligible for coverage under another medical plan if spouse is still employed

The retiree loses his or her eligibility if he or she or his/her spouse is employed or re-employed and becomes eligible for medical coverage as a result of that employment.

- C. Upon retirement, employees have the option to apply the value of sixty (60) days accrued sick leave toward the premium cost of double or family medical coverage, as appropriate. The redemption of said unused sick pay shall be the rate of pay at the time of retirement.
- D. Type of Coverage for Age Pre-65/Pre-Medicare Eligible Retirees – Effective June 1, 2005, there are two (2) LMHC plans for Age Pre-65 retirees who retire on or after that date: the Core Traditional Blue POS 203 (“Core Plan”) and the Core Traditional Blue PPO with RX (“Traditional Blue PPO 812”). Participation in the plans is subject to residency requirements established by the carrier, Blue Cross and Blue Shield of Western New York.
- E. Employee Monthly Premium Cost for Age Pre-65/Pre-Medicare Eligible Retirees - Effective June 1, 2005, the Company will pay 100% of the monthly premium cost for single coverage in the Core Plan or a Replacement Plan selected for Age Pre-65 retirees. Retirees may elect Traditional Blue PPO 812 coverage; however, the dollar amount paid by the Company toward such coverage will be no greater than the dollar amount paid by the Company for single coverage under the Core Plan or a Replacement Plan.
- F. Type of Coverage Available for Age Post-65/Medicare Eligible Retirees -Effective June 1, 2005, there are four (4) LMHC plans available to age Post-65 Retirees. Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York. Option D is the only option available to employees who permanently live outside of the Western New York area, as defined by the carrier, Blue Cross /Blue Shield of Western New York. Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to take Medicare Parts A and B (Part B contribution is the responsibility of the employee).

There are four LMHC plans available:

- Option A – BC/BS of WNY Senior Blue 402
- Option B – BC/BS of WNY Senior Blue 401 with Unlimited Rx
- Option C – BC/BS of WNY Traditional PPO 201 with Unlimited Rx
- Option D – Core Traditional Blue PPO with Rx (Traditional Blue PPO 812)

- G. Employee Monthly Premium Cost for Age Post-65/Medicare Eligible Retirees -  
The Company will pay 100% of the monthly premium cost for single coverage for Option A, B or Option C, or their counterpart(s) in the Replacement Plan, for Age Post-65 retirees who retire on or after June 1, 2005.

Age Post-65 retirees electing single coverage under Option D will be responsible for paying the difference between the monthly premium cost for single coverage of the most expensive plan among Options A, B, and C or their counterpart(s) in a Replacement Plan and the monthly cost of Option D.

- H. Termination of Coverage and Replacement Plan Selection for Both Age Pre-65/Pre-Medicare Eligible and Post-65/Medicare Eligible Retirees – NFT Metro reserves the right to opt out of the Labor Management Health Coalition and/or the retiree options outlined above, effective on or after October 1, 2005, and to replace that coverage with substantially equivalent coverage (“Replacement Plan”) which NFT Metro will submit to the Teamsters Local 264 for its review and comment. If NFT Metro and Teamsters Local 264 cannot agree that the replacement coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in the collective bargaining agreement.

## **ARTICLE 28**

### **HOURS OF WORK**

#### **Section 28.1:**

Ten (10) hour day

- For those Transportation Supervisors assigned to a ten (10) hour workday, the standard week shall consist of forty (40) hours within any calendar week.

Eight (8) hour day

- For those Transportation Supervisors assigned to an eight (8) hour workday, the standard week shall consist of forty (40) hours within any calendar week.

The normal workday shall have starting time of between 4:00am-6:00am for the Bus Supervisors and between 6:00am-8:00am for Rail and Metro-Link.

There shall be flexibility in scheduling start times occasionally during the year. In particular, in Bus, on the four times per year of the “Part-Time Pick”, start time may be varied. When other exceptional situations arise, the parties will consider flexible scheduling of the start time.

**ARTICLE 29**  
**SUNSET/REOPENER LANGUAGE**

**Section 29.1:**

The Company and the Union will review the ten (10) hour day schedule after 180 days of implementation. The Company and the Union will meet to discuss any and all problems associated with this Section and to make every attempt to resolve such issues.

**ARTICLE 30**  
**JUST CAUSE**

**Section 30.1:**

NFT Metro shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, NFT Metro must notify the employee, in writing, of his/her discharge or suspension and the reason therefore. Such written notice shall be given to the shop steward and a copy mailed to the local union office, all in a timely manner.

With respect to discharge or suspension, NFT Metro agrees to apply the concept of progressive discipline consistent with the severity of the misconduct being addressed.

Any employee discharged must be paid in full for all wages owed him by NFT Metro, including earned vacation pay, if any, by the next regular pay date.



**ARTICLE 31**  
**TERMS OF AGREEMENT**

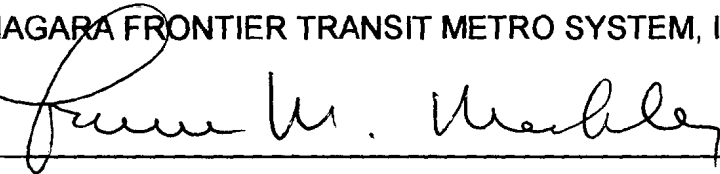
The effective date and terms of this agreement shall be from April 1, 2007 and the agreement shall continue in full force and effect until March 31, 2012 unless extended or modified by mutual agreement of the parties.

Notice of intent to change or amend the provisions of this agreement shall be served, in writing, by the party desiring such change or amendment to the other party at least one hundred twenty (120) days prior to said expiration date.

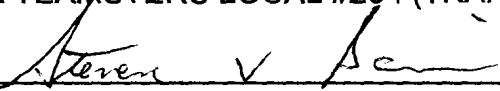
If neither party send a notice of intent to change or amend this agreement, then this agreement shall be considered to have been automatically renewed for the term of one (1) year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this  
11<sup>th</sup> day of FEBRUARY, 2008.

NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.

  
\_\_\_\_\_

NFTA TEAMSTERS LOCAL #264 (TRANSPORTATION SUPERVISORS)

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX "A"**

### **WAGES**

Effective 4/1/07 – 2% increase to the base salaries (without longevity) of employees in the bargaining unit

Note: In addition to the 2% salary increase in base, the following shall receive a \$.50 per hour equity adjustment to their base salary rate effective 4/1/07:

Robert Ryan  
Barbara Thomas  
Michael Pilarski

Effective 4/1/08 – 2% increase to the base salaries (without longevity) of employees in the bargaining unit

Effective 4/1/09 – 2% increase to the base salaries (without longevity) of employees in the bargaining unit

Effective 4/1/10 – 2% increase to the base salaries (without longevity) of employees in the bargaining unit

Effective 4/1/11 – 2% increase to the base salaries (without longevity) of employees in the bargaining unit